#### IN FAVOR OF MR. ZIEGLER.

THE COURT OF APPEALS DEALS MAYOR CHAPIN'S POLITICAL HOPES A HARD BLOW.

A UNANIMOUS DECISION AFFIRMING THE ORDER RESTRAINING THE BROOKLYN AUTHORI-TIES FROM BUYING OUT THE LONG ISLAND WATER SUPPLY COMPANY.

IBY TELEGRAPH TO THE TRIBUNE.] Albany, May 5 .- Mayor Chapin, of Brooklyn, received another hard blow to-day, and his chances of being nominated for Governor by the Democrats this fall are less than ever before.

This blow to his political prospects is in the mape of an adverse decision by the Court of Appeals in the Water Works case. It will be remembered that Mayor Chapin surreptitiously attempted to purchase for the city of Brooklyn the property and franchises of the Long Island Water Supply Company, at a price, \$1,250,000, far beyond the real value of the property. William Ziegler, a patriotic citizen of Brooklyn, brought a suit to restrain the Mayor from consummating the purchase. Mr. Ziegler's action was sustained by he Supreme Court, and now it is sustained by the Court of Appeals.

The opinion was delivered by Judge Finch, all the judges concurring. The injunction order of

are required for the acquiring of additional land for railway purposes by corporations framed under the provisions of Chapter 14 of the Laws of 1850, and all such property, when thus purchased and acquired, shall thereupon become and he a part of the water supply property of said city, but it shall be held subject to two mortgages, now on said property, each made to secure the sum of \$250,000 and interest."

I have quoted the section in length in order that we may better judge between the two opposing constructions which have been presented for our consideration. As often happens, one clings to the precise letter of the enactment, while the other seeks to evolve its real spirit and meaning. The study of one ends at a single uncompromising word, while that of the other pervades the whole section, and calls to its aid the light furnished by the surrounding circumstances.

The defendants claim that it confers general and

ends at a single uncompromising word, while that of the other pervades the whole section, and calls to its aid the light furnished by the surrounding circumstances.

The defendants claim that it confers general and allimited authority to purchase the property of the Water Supply Company when an agreement with that company can be made, and at any time in the future; and the plaintiff insists that the act contemplated an effort to agree with reasonable promptness, and one which, if misuccessful, could be followed by the permitted proceedings under the law of eminent domain, and that authority did not and could not outrum the two years allowed for these proceedings. The latter is the interpretation of the General Term.

Some reference to the situation of the respective parties at the date of the enactment will aid in appreciating its provisions, and in ascertaining its meaning. The city had its own system of water works, with ample power to extend them into the annexed district, and right of eminent domain for the purpose of taking land or extinguishing water rights which it appears to have obtained in 1857, when it was vested with right to absorb the Nassau Water Company. That company was incorporated in 1855, or the purpose of supplying the "Consolidated City of Broodlyn" with pure water. It had a capital stock of \$3,000,000, for nearly one-half of which the city was authorized to take and hold the entire capital stock, paying therefor the amount actually paid in, with 20 per cent premium. In 1857 the mode of acquisition was changed. The stockholders of the Nassau Company, upon filing their consents to take for their stocks par and 7 per cent from the date of issue, were authorized to sell and the city to buy. The directors of the city, and the right of eminent domain possessed by the corporation was transferred to the city. In 1859 that right was explicitly given, and the service of the sum of the mineral possessed by the corporation of the service of the city, and the revision of less repeats the provisions.

company, unless the option to purchase should be exercised. The plan formulated by the Annexation act thus accomplished two things—it protected the city, if it company's franchise, as well as its tangible property, which, under the previous act, it could not have done. May I beg that you will have this contradiction telegraphed to the press association from which it company's franchise, as well as its tangible property, which, under the previous act, it could not have done. May I beg that you will have this contradiction telegraphed to the press association from which it company by excluding during its charter protected the company by excluding during its charter protected the company by excluding during its charter party at the mercy of the other, but equally guarded the rights of both. It said to the city in substance: Buy out this company with the right to condemn its franchises if it asks an unfair price, or else let it alone to fits corporate life freed from your rulnous rivalry. I think that is a fair and just interpretation of the statute. It was framed as a special provision to meet at the price of the company is the price of the company in the price of the company is any content. The pleasant effect and the perfect safety with which statute. It was framed as a special provision to meet at the price of the company is any content of the company in the price of the company is any of the company of the company is any of the company of the company is any of the press. The pleasant effect and the perfect safety with which statute. It was framed as a special provision to meet a conditions make it their favorite remedy. It is designed to the city of the cit

operative upon the expiration of the two years, and when power to condemn has ceased to exist, and when by the city's neglect to act the value of the company's franchise has been gravely increased, and so puts the negotiation wholly at the mercy of the vendors, is repulgant to the purpose of fairness and equality which the statute evidently labored to secure. But it is said that its words are imperative and not to be changed or disregarded; that there is authority granted to buy "when" a price is agreed on, and so, whether within or without the two years. With all due respect to the potency of the adverb we must not fail to observe that it is "when" and not "whenever."

It respects a point of time in the progress of a simple negotiation, and not in events of an unlimited future. It contemplates a possible agreement as to the price in the course of the one authorized negotiation and of the one permitted effort to buy, and "when" that occurs the authority to purchase arises. But if the single negotiation contemplated ends in disagreement, then the statute declares. "Then, in that case," the city may condemn, but must exercise the right within two years or not at all. The only negotiation authorized is the one which may so end in this agreement as to permit of a condemnation, may so end that "then, in that case," the right of eminent domain may be employed and no other or broader authority is given or contemplated. It is not an authority which is general and unlimited, but one which is special and particular. It is not a rule of action under all circumstances, but one to meet and fit a present and specified emergency. It is an option which, if unexercised within the designated limits and prescribed manner, is lost forever, and does not survive. It is an authority for one negotiation, which must culminate in agreement or disagreement, in such time as to permit the ulterior and consequent power to operate. It is a right only to be exercised while the vendor is under the shadow and restraint of the law of eminent dom

Court of Appenhs.

The opinion was delivered by Judge Finch, all the judges concurring. The injunction order of the court below is affirmed with costs.

The opinion was delivered by Judge Finch, all the judges concurring. The injunction order of the court below is affirmed with costs. The state products of the special gram which restatus the offendant official from purchasing the projectly and franchises of the states good cause of action. The said is browned to a state of the states good cause of action. The said is browned to a state of the court to restant he purchase preding illigated in all of the plantist's ready countries that he is learny and certainly not estitled to the ultimate the projectly and that is a rinal action to the plantist's ready comparison that is caused that the appellants can only succeed by satisfact the countries of the countries of

THE SENATE SPECIAL COMMITTEE INVESTI-

GATING IN BUFFALO. Buffalo, May 5 .- Four members of the United States Senate Committee on Trade Relations with Canada arrived in the city from Niagara Falls early last evening. They are Senators Hoar, Dolph, Hale and Gray. The public hearing began this morning at the Merchants' Exchange. The first witness was ex-Mayor John H. Manning, representing the maiting interests. He was glad to know that reciprocity was being considered. He asserted that it would help the people of this country as well as Canada. He pointed out that in Buffalo \$10,000,000 was invested in the malting interests and between \$300,000,000 and \$400,000,000 in New-York State. He showed that Canadian bariey was Die best for malting that was grown on this continent, and that it was important that it should be admitted into this country under favorable conditions. Referring to the duty put on Canadian barley by the McKinley bill, he said that the Canadian barley business was annihilated; not a

bushel was coming over. "Would 25 cents ruin it?" asked Senator Gray. "Yes, sir, 20 cents would ruin it; 15 cents was the war tax. At 15 cents I think we could get along. The duty does not help our agriculturists. We cannot begin to raise the barley that is needed in this coun-

Thomas Loomis, coal dealer, thought that if the duty on both sides of the line on bituminous coal should be taken off the result would be greater

consumption in Canada of American coal. emsumption in Canada of American coal.

Eric L. Hedstrom, another coal dealer, who deals principally in anthracite, said he handled a tonnage of about 300,000 tons a year ago, an insignificant amount of which went to Canada.

"Why don't you send more to Canada!" asked Senator Hoar.

Senator Hoar.

"There is not the trade."

"There is not the trade."

N. W. Ransom, an East Buffalo live stock dealer,
N. W. Ransom, an East Buffalo live stock dealer,
the country's fiscal policy would benefit live stock
the country's fiscal policy would be the chief change desired
unterests. He answered that the chief change desired
was one in regard to transportation, in which there
was discrimination.

that the president of the association appoint a cunit-tee to petition Congress to create a Cabinet officer who shall be known as the Secretary of Public Health.

### A DENIAL FROM MR. INGALLS.

City in which Mr. Ingalls was represented as flatly refusing to give his views to a reporter and characterizing all such efforts as the work of penny-a-liners.
To-day "The Times-Star" received a note from Mr. Ingalls, inclosing the dispatch and saying: "The inclosed interview is a fabrication. I saw no reporter in Kansas City, and have neither entertained nor ex-pressed such sentiments at any time as are imputed to me. May I beg that you will have this contradic-tion telegraphed to the press association from which it emanated."

#### Go to 302 Broadway



SPLIT BAMBOO BASS AND FLY-RODS: "Boss," reduced to \$2.50
"Daisy," fine quality 3.00
"Neversink," 4's ounces, cedar butt 6.00
"Catskill," superbly finished 8.00
"Catskill," superbly finished 4.00
"Beaverkill," all lancewood, 9 feet, silk whipped 4.00 "Knox." a great seiler. Celebrated "Tyler," beats the world.... 

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Our complete Tront Outfit— Rod, Reel, Line, Hook and Flies} ......

PRINCETON GRADUATES IN THEOLOGY. COMMENCEMENT EXERCISES OF THE CLASS OF

'91-ALUMNI MEET. Princeton, N. J., May 5 (Special).-The exercises of with a meeting in the seminary chapel at 9:30, when i the Rev. Dr. George Alexander, of New-York, gave the address to the graduating class. The graduating class

class hymn, Dr. Green, senior professor of the semi-nary, made a farewell address to the class. The Rev. ing with the benediction.

then received their diplomas. After the singing of the

Bulkley, of Brooklyn, had given \$1,000 for the New Testatment Fellowship, and that \$5,000 of the Robert Robertson scholarship had been appropriated to this to \$12,000 was then subscribed by the alumni present. Joseph T. Smith, the oldest pastor of any denomination in Baltimore, who has served his church for over fifty turn to the old custom. Princeton, was unanimously chosen the next president of the association. At 1:30 p. m. a luncheon was served in Stuart Hall. Dr. Thompson, of New-York, acted as toastmuster. Professor Warfield, of the seminary, spoke upon the work of the seminary and the ground it took. He said: "Princeton Seminary stands on the Bible, and here the Bible is taught. Above all else we have taught the Bible and Biblical theology."

Dr. Thompson introduced the Rev. Dr. Parke, of Pittston, Penn., as a "sound Presbyterian, but with strong leanings toward Christianity." Dr. Parke spoke upon the professors of fifty years ago. Dr. Parke was

strong leanings toward Caristannity. Dr. Parke was upon the professors of fifty years ago. Dr. Parke was followed by Dr. Junkin, of Montelair, N. J.; Dr. Rendall, president of Lincoin University; Dr. M. W. Jacobus, of Oxford, Penn.; James D. Paxton, of Philadelphia, and the Rev. Dr. Ketchum, of Piainfield, N. J., of the chase of 1861.

The graduating class numbered forty-eight men. Most of them have accepted charges and enter upon their labors at once. The members are John E. Adams, Robert H. Beattle, William Caldwell, Stuart McA. Campbell, J. Dennison Corwin, Hector W. Cowan, William J. B. Edgar, Joseph N. Elliott, Charles R. Erdman, Albert Evans, W. Jamison Fitz Simmons, Charles D. Gilkeson, Mark B. Grier, Jay C. Hanna, Samuel C. Hodge, Louis E. Holden, Robert S. Inglis, Frederick W. Jackson, Ir., Daniel E. Jenkins, Daniel C. Jones, Livingston F. Jones, James R. Kerr, Samuel McC. Killen, Robert H. Kirk, George B. MacLeod, Archibald H. McArn, William McNichol, James R. Mann, Joseph E. Maxwell, George G. Mayes, Wilber C. Mickey, William S. Rutherford, William McC. Thompson, Charles G. Vardell, Edgar W. Way, Walter H. Waygood, Charles B. Williams, Frank E. Will Edgar, W. Way, Walter H. Waygood, Charles B. Williams, Frank E. Willi

WHAT ELBOGEN CALLED FULL DRESS.

THE COSTUME REACHED ONLY TO JENNIE RECKWEG'S KNEES.

The prosecution put in the rest of its testimony yesterday in the case of Angust Elbogen, the dramatic agent, who is charged with kidnapping young women and sending them to a disreputable concert hall, the Royal Palace, in New-Orleans. The complaining witness, Jennie Reckweg, was cross-examined at length in the morning. She said she was seventeen years old and had worked ever since she was eleven, giving all her earnings to her father. She wanted to go on the could earn more for her father. Elbogen told her she could earn \$35 or \$40 a week in the New-Orleans place, as she would receive \$12 a week and 10 per cent of the value of the wine she sold. When she arrived in New-Orleans she learned the true character of the concert hall.

Mrs. Elizabeth Dell, of No. 400 East Eighty-fourthst., testified that Elbogen had secured a place for her fifteen-year-old daughter in the Royal Palace. When the witness learned what kind of a place it was she upbraided Elbogen. This testimony was to show that the prisoner was not Imorant of the bad reputation

the prisoner was not Exporant of the bad reputation of the concert hall. William J. Barrett, a police captain of New-Orleans, testified about the way la which the concert hall was run.

Charles Reckweg, of No. 148 West Tenth-st, the young woman's father, was the next withess. He did not know that his dafighter had adopted the name of Lillian Ray and had gone to New-Orleans until she was on the way there. Elbogen told him that the women at the Royal Palace wore evening dress. Jennie Reckweg said that her costume there was low cut and reached only to her knees. J. Ross Stewart, a negro, who was formerly a barkeeper in the Royal Palace, next described the kind of place it was. He is at present a palace car porter, but was formerly a member of the Louistana Legislature and a School Commissioner in New-Orleans.

Mr. House, counsel for the prisoner, then moved that his client be discharged, as no case had been made out against him. Judge Martine reserved his decision until this morning.

#### AN EDITOR'S BAD RECORD IN ITALY. The fight between the two factions of the Italian

colony here took a new turn yesterday when Bernardo Clambetti, an editor of "Cristoforo Colombo," was arrested by Detectives Von Gerichten and Trainer on a charge of perjury. Vincent Polidori, another editor of the paper, was arrested some time ago on a charge of libel brought by Carlo Barsottl, editor of "Il Pro-gresso Italo Americano." On April 11, Ciambetti was a witness in the Tombs Police Court in behalf of Polidori, and testified that he, Ciambetti, had never been convicted of a crime nor been imprisoned.

A NATIONAL CONFERENCE OF DOCTORS.

Washington, May 5.—The American Medical Association met this morning, being called to order by Dr. ciation met this morning, being called to order by Dr. committee on Local Arrangements. Colonel J. W. Ross, Committee on Local Arrangements. The District of Columbia, one of the Commissioners of the District of Columbia, one of the Commissioners of the District of Columbia, the delivered an address of welcome, and the president, delivered and was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the warden. He prison he was made bookkeeper to the was the prison he was made bookkeeper to the prison he was made bookkeeper to the vasient and the prison he was delonging to prisoners, which were taken from him and placed to his delivered to prison he had fifteen the safe. When he en

Norman Institute, Seventy-first-st, and West End-ave., by Madame Calyo, the musical instructor at the institute, assisted by her pupils and friends. A large number of appreciable people were present. The re-Cincinnati, May 5.—Ex-senator John J. Ingalls, pass-ing through Cincinnati last night, saw in the afternoon papers a dispatch to a New-York paper from Kansas for the latting of the Italian cateriers and Marcel and Mazzetti. Thereby, Wilson and other florists contributed the flowers. These will be sent to-day to the hospital, together with the proceeds of the concert. The spacious parlors were tastefully dec orated with American and Italian flags, intertwined, Mrs. Postley, Mrs. Gerstner and Mrs. Tibaldi volunteered Mrs. Postley, Mrs. Gerstner and Mrs. Indian valuate even their services in the good cause, and played on the mandolin and gultar, and the Van Norman Banjo Club won warm applause by its music with the banjo. The feature of the evening came when Madame Calyo's pupils sang creditably a cantuta, "The Fienic," ar-ranged by their instructor, whose success in this land has not blunted her love for her own countrymen and women, and whose good works are well known in the prisons and poorer class of tenement-houses in this city.

#### THE COURTS.

A PECULIAR STORY IN COURT. W. P. BURCHELL FINDS THAT HE HAS A SUIT

A queer story is told by William P. Burchell, of No. 281 Hooper-st., Brooklyn, in the suit brought in the Supreme Court by Thomas F. Norton and George E. Weyl against Henry Dater, jr., Charles R. Watson and Burchell, to recover more than \$10,000 alleged to Norton & Weyl were coffee merchants, and were mem-bers of the Coffee Exchange. In June, 1887, Burchell became a contract clerk in the firm's office, and at that time the junior member of the firm was named Bevan. In an affidavit which Burchell has made and which was put before the court yesterday, he says that in May, 1888, Mr. Norton introduced him to Dater. The latter's father had requested Mr. Norton to take young Dater under his supervision and do what he could for him. Mr. Norton promised to do so, and the firm in the Coffee Exchange, and Dater, who became a member of the Exchange, was with Burchell s good deal. Burchell says that Dater did not under stand the business, but he began transactions in coffee, nevertheless. He did not do business with his own capital, however, according to Burchell's story, but & Weyl with the assistance of Lurchell and Watson When Dater began his transactions he went to Burchell the seventy-ninth commencement of the Princeton and had him sign his orders on the name of Norton Theological Seminary took place to-day. They began & Weyl. These orders had to be intersed by a mem of the firm, and Burchell induced Bevan, who was the junior member of the firm and not acquainted with the methods of business on the Exchange, to indorse these orders as though they were made by the firm. Burchell and Watson thus manipulated the books so that the fact Dr. Gosman, of Laurenceville, N. J., closed the meetcome known to the members of the firm. This sort of thing went on until Dater became indebted to the exchapel, at which the necrological report was read and other business of the association was transacted.

tent of \$700. This was the state of affairs in June, 1889, when the price of coffee suddenly dropped several cents a pound. Dater was a heavy loser, and his losses amounted to \$5,000. Burchell became scared and told Dater that he must take some steps to make good his losses. Dater said that he had fellowship. The \$275 needed to bring the amount up property in New-Jersey which he would sell and pay A discussion upon "Long Pastorates" was held. Dr. 14, 1890, he was short \$8,875. In the meantime Burcheff had kept a private memorandum of all Dater's losses. He sent a statement of the account to Dater years, alluded to the fact that long pastorates were be-coming less frequent. He made a strong plea for re-lin-law. Finally it came to the knowledge of the firm to the old custom. He said that pastorates, like lages, should be for life, "for weal or woe." The Dater, with the assistance of Burchell and Watson had Rev. Dr. John D. Wells, for forty-one years a pastor in traded on the firm's credit to the extent of nearly Brooklyn, spoke on the comforts, advantages and \$11,000. Burchell has confessed the part he took in the transactions, and furnished the firm with a copy benefits of long pastorates. President Patton, of the purpose of having the contents of these private memoranda put in sworn testimony wanted to examine Burchall before trial, and they secured an order for that purpose. Dater's attorney is now trying toget that order set aside, and a motion made for that purpose was argued before Judge Lawrence, in the supreme Court, Chambers, yesterday. Decision was reserved upon that motion. Dater denies absolutely the charges made by the plaintiffs, even in the face of the confessions of Burchell.

A FERRY COMPANY'S LEASE IN COURT. The argument to continue the injunction restraining fore Chief Judge Daly, in the Court of Common Pleas, from the time court opened until 4 o'clock p. m. yes nsidered not made, and the lawyers all agreed to allow the original preliminary injunction to stand until the trial of the suit. This was what the motion was for, and so there was no use of arguing any further. After the lawyers had discussed the questions nvolved for five hours, they discovered that they were that the injunction would only remain in force for a nonth, and the lawyers for the company declared that they did not care anything about that. Judge Daly sed the proceedings upon all the counsel expressing themselves satisfied with the arrangement. The injunction suit was brought by Edmund G. Mc-Clave, as a taxpayer, and he was represented by Hoodly, Lauterbach & Johnson. Joseph H. Choate and Grosvenor P. Lowrey appeared for the company. The present company bought the ferry property a little over a year ago for about \$2,000,000, and recently, for the purpose of renewing the lease from the city the company's property was appraised at nearly \$4,000,000. McClave declares that the valuation now placed upon the property is fictitious for the purpose of preventing any other company from leasing the ferries. The com-pany denies this allegation, and declares that the val-uation placed upon the property was put there by the official appraiser appointed by the Controller.

THE MUTUAL SAVINGS FUND ASSOCIATION. day the action of the People against the Mutual Savings Fund Association was argued on appeal from an order of Justice Edwards, denying a motion for an order modifying a temporary injunction. The action is brought to dissolve the corporation, and the injunction restrained the association from doing any business pending decision of the action. The association wanted the injunction modified so as to permit it to use its funds in conducting its defence of the action. The association conducted in New-York City a numerical and or certificate redemption business, which, the plaintiffs allege, was a scheme to defraud the public for the benefit of the incorporators and their relatives. In fifteen months, it was alleged by plaintiffs, the association gathered in from the public by this scheme association gathered in from the public by this scheme \$135,000, of which \$4,000 went to the incorporators and their relatives, for which they paid only \$4,700. This sum of \$48,000 was paid to six officers or directors, who paid only \$2,500 for it. The case was argued by Matthew Hale for appellant and Deputy Attorney-General Maynard for respondent.

ASKING THAT THE WILL BE SET ASIDE. Edward A. Birnie died in March, 1889, and his will was admitted to probate shortly afterward. Yesterday his sister, Harriet E. Noble, came into the Surrogate's Court and asked that the decree admitting the will to probate be set aside. She alleges that by a former will she would receive much more of the property than

John W. Mackay was examined yesterday before Commissioner Shields in the suit of John Anderson gainst him for \$100,000. The plaintiff alleges that be was an officer of the Commercial Telegram Company for five years, and Edward S. Stokes promised him onefourth of his (Stokes's) stock in the company for his services. Anderson alleges that Stokes sold his stock services. Anderson alleges that Stokes soid his stock to Mackay and left Anderson in the cold. Mackay denies owing the plaintiff anything. He testified that he hought his stock under the forcelosure of a morigage on the company's property. Colonel Robert G. Ingersoli is the defendant's counsel.

BITS OF LEGAL NEWS.

The suit of Malcolm H. Bell, against Richard Mansneld, for \$1,350. for an alleged breach of contract, was tried before Judge Newburger, in the City Court yesterday. Bell alleged that he was engaged by Mr. Mansneld to play the part of "Lord Manly" in the play "Beau Brunnell." He came over from London and attended several rehearsals, when he was discharged for incompetency by Mr. Mansfield. Bell declares that an opportunity was not given to him to play the part and that he was discharged without a fair trial Mr. Mansfield doclared that Bell was entirely incompetent to play the part. A scaled verdiet was ordered.

Alfred Bierck bought the yacht Wilfred from H. Van Rensselaer Rennedy on April 30, 1885, agreeing to pay #1,400 for it. Mr. Kennedy says that Kierch only paid 8800 on account, however, and he has brought a suit to recover the balance. Mr. Blerck is in Europe and Ken-

Presiding Justice Van Brunt handed down a decision yesterday, granting the motion made on behalf of the directors of the New-York, New-Haven and Hartford Rallare also charged in the indictment, as directors, with a vio-lation of the law, and they contended that they could not be held liable as individuals. Justice Van Brunt decides that the directors are right in the contention in the present case at least, as there was no evidence before the Grand

#### MEDICAL WRITERS

admit all the remarkable qualities of the genuine imported Carlsbad Sprudel Sait as an aperient, laxative and diuretic. The great fame of the wonderful Carisbad Sprudel Spring

# DIED

After a Painful and Lingering Illness

of about

FORTY-FIVE DAYS,

DRUG AND MEDICINE

## COMBINE.

Cause of decease,

# an OVERDOSE of RIKER.

"Requiescat in pace."

Jury to show that the directors personally operated the The argument on the demurrer to the indictments will be

DECISIONS IN THE COURT OF APPEALS. Albany, May 5 .- In the Court of Appeals to-day the following decisions were handed down:

the following decisions were handed down:

John Francy, appellant, agt. Herman T. Smith
et al., respondents. Motion to amend remittitur
denied, without costs.

The People, appellant, agt. John Kieff, respondent.
Order affirmed.

Edward Roberts, appellant, agt. Baumgarten et al.,
respondents; William Ziegler, respondent, agt. Alfred
C. Chapin, Mayor, etc., appellant, the People ex rel.
John L. Cook and another, appellants, agt. Egbert H.
Hildreth et al., respondents. Order affirmed, with
costs.

osts.
Samuel H. Cohen et al., respondents, agt. Elias Irion, assignee, etc., appellant Judgment reversed, new trial granted, costs to abide the event.

The Mayor, etc., of New York, respondent, agt. the National Broadway Bank of New-York, appellant, John Bower, executor, etc., respondent, agt. John Speckman, appellant; Frank Kelner, respondent, agt. the New-York, Chicago and St. Louis Railroad Company, appellant. Judgment allimed, with costs.

John Townshend, appellant, agt. Caroline O. Boyer and others, respondents. Judgment of the General Term reversed, and that of the Special Term affirmed, with leave to the defendant to answer upon payment of costs from the interposition of the demurrer and within twenty days after notice of the entry of this judgment upon filing the remittitur.

The following cuses were argued:

The following cases were argued:

George W. Palmer agt. Eugene H. Conant and an Harmon H. Hart, appellant, agt. Theodore W. Myers nd others, respondents.

Patrick Phillips, respondent, agt. the Rome, Water
wan and Ogdensburg Railroad Company and another. appellants.

James H. Moran, appellant, agt. the Board of Trus-tees of White Plains and another, respondents.

John Reining and another, respondents agt. the New-York, Lackawanna and Western Railroad Com-New-York, Lackawanna and Western Railroad Com pany, appenant, Joseph Snelling, respondent, agt. the Brooklyn and New-York Ferry Company, appellant. The following is the calendar for to-morrow: Nos.

136, 137, 139, 140, 141, 143, 144 and 145. COURT CALENDARS FOR TO-DAY.

Supreme Court—General Term—Before Van Brunt, P. J., and Daniels, J.—Nos. 64, 60, 68, 70, 73, 75, 79, 80, 81, 82, 84, 89, 90, 90.

Supreme Court, Chambers—Before Lawrence, J.—Court opens at 10, 30 a. m. Motion calendar called ab 11 a. m. Supreme Court—Special Term—Part I—before Pattersons, J.—Divorce—No. 2744. Law and fact—Nos. 2121, 1738, 1734, 1505, 1506, 1507, 1508, 1609, 1893, 1893, 1894, 1894, 1994, 1212, 1484, 1644, 1849, 1641, 748, 1749, 1750, 1740, 1902, 1894, 1837.

Supreme Court—Special Term—Part II—Before Truax, J.—Law and fact—Nos. 304, 556, 576, 1964, 1506, 1020, 1122, 979, 2756, 390, 1805, 1606, 2004, 2004, 2345, 2004, 200 COURT CALENDARS FOR TO-DAY.

she does under the will which was admitted to probate. She also alleges that Mr. Birnie was of unsound mind when he died, and that proceedings were about to begin to have him declared a lunatic at the time of his death. He was in the care of his friends, she declares, and one day the person who was watching him turned his back for a few minutes. Mr. Birnie ran upstairs, and when he was pursued he jumped out of the window, the fall causing his death. Surrogate Ransom reserved his decision upon the motion to set aside the probate of the will.

John W. MACKAY EXAMINED.

John W. Mackay was examined vesterday before

3530, 3631, 3495, 3529, 2250, 3276 City Court—Trial Term—Part 1—Before Van Wyck, J.—
City Court—Trial Term—Part 1—Before Van Wyck, J.—
Nos. 32, 2020, 2505, 2443, 2858, 102, 3199, 3518, 3221,
2282, 3442, 2459, 1730,
City Court—Trial Term—Part II—Before Ehrlich, J.—
Nos. 3454, 3484, 3789, 4840, 3442, 3471, 3476, 3522,
588 3377, 3391, 3396, 372, 3276,
City Court—Trial Term—Part III—Before McCarthy, J.—
City Court—Trial Term—Part III—Before McCarthy, J.—
Nos. 2967, 2078, 3099, 233, 1669, 2761, 2422, 3087, 3062,

No. 2007, 2078, 3090, 233, 1060, 2761, 2422, 3087, 3002, 2807, 1010, 2004. City Cont. Trial Term. Part IV.—Before Newburger, J. Nos. 3291, 35334, 2704, 3078, 3407, 3426, 2320, 3885, 3773, 3636, 2411, 3412, 3413, 3414, 3417, 3290, 3734, 2563, 3728, 3784. SLOW RAPID TRANSIT COMMISSIONERS.

in which to make a new map of the Annexed District, sat with the Commission for the purpose of finding out what it intended doing in order that he might suit his map to the new routes, but he received little satisfac-tion. According to Professor Totten, of Yale, the tion. According to Procesor Forten, of Take, the millennium begins in 1899. Goodness only knows when rapid transit will begin. Five able near should have settled the whole business months ago. If rapid transit, when it comes, if ever it does come, is as slow as this Commission, why, then the people of New-York might as well get themselves in training to walk.

THE WOMAN MUST SERVE HER TERM. Rachel Simmons was convicted in Special Sessions Rachel Simmons was convicted in Special Session about six months ago of keeping a disorderly house escape from serious injury or from death. The and was sentenced to three months' imprisonment in girder was formerly supported by a screen, which was the penitentiary. She served three days of her term and was then released, pending an appeal of her case to General Sessions. Recorder Smyth affirmed the decision of the lower court on Saturday and the woman was rearrested yesterday. She lives at Broadway and Mosholu-ave., not far from Yonkers.

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alleged that on March 25 he engaged Cuthbert R. Saffery to swear falsely that William Wright, the Astor House suicide, was one of the Edgars. Summer's case is before the General Term, so he was not called upon to plead to the indictment yesterday.

JOINING THE ORDER OF OUR LADY OF MERCY. The chapel of the Convent of St. Catharine, at Eighty-first-st. and Madison-ave., which is in charge of the Sisters of the Order of Our Lady of Mercy, was Valuable time is still being frittered away by the Rapid-Transit Commission. A report was expected a month ago, but it is not yet in sight. The meeting held yesterday resulted in nothing of practical value. Much old ground was gone over and no conclusion was reached. Louis Heintz, who has two and a half years in which to make a new map of the Annexed District. M. Farley, pastor of St. Gabriel's Roman Catholic Church, in East Thirty-seventh-st., the spiritual director of the order, celebrated the mass, and the Rev. Francis T. McCarthy, an eloquent member of the Jesuit Order, attached to St. Lawrence Roman Catholic Church, preached. After receiving Holy Communion each of the sisters made the usual vows of poverty, chastity and obedience.

THE FALLING PLASTER SAVED HIS LIFE. An ornamental iron girder fell from the ceiling in the yesterday morning and several employes had a narrow to General Sessions. Recorder Smyth affirmed the decision of the lower court on Saturday and the woman was rearrested yesterday. She lives at Broadway and Mosholu-ave, not far from Yonkers.

SUMNER THE "IDENTIFIER," INDICTED.

Perrin H. Sumner was indicted by the Grand Jury yesterday on a charge of subornation of perjury. It is